



**Montana Fish,
Wildlife & Parks**

STATE OF MONTANA INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number: 080242	IFB Title: Spring Meadow Picnic Shelters
IFB Due Date and Time: Friday, April 18, 2008 2 p.m., Local Time	Number of Pages: 11 Plus Drawings

ISSUING AGENCY INFORMATION

Procurement Officer: Rick Dorvall	Issue Date: 4/9/08
Montana Fish, Wildlife and Parks Purchasing 930 Custer Ave. W Helena, MT 59620	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://fwp.mt.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: IFB 080242 IFB Due Date: 4/18/08
	Special Instructions:

Alternate Bids:
Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

SCHEDULE OF EVENTS

EVENT

DATE

IFB Issue Date..... April 9, 2008

IFB Due Date..... April 18, 2008

Intended Date for Contract Award April 23, 2008

** All dates listed are for planning purposes only, and in no way meant to commit the state to the exact date.*

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Fish, Wildlife and Parks (FWP) (hereinafter referred to as "the State") is soliciting bids for picnic shelter fabrication and set up. A more complete description of the supplies and/or services sought is provided in Section 3 of this Invitation for Bid (IFB). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 PERIOD OF PERFORMANCE

The period of performance for this contract is May 1, 2008 or contract execution with a completion date of June 1, 2008.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Rick Dorvall
Address: Purchasing
930 Custer Ave. W.
Helena MT 59620
Telephone Number: (406) 495-3249
Fax Number: (406) 495-3253
E-mail Address: rdorvall@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of addendum to the solicitation documents.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions, which are not modified, remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered non-responsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The State is not liable for any costs incurred by the bidder for bid preparation.

1.2.7 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3 CHANGE OR WITHDRAWAL OF BIDS

1.3.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed on the IFB cover page. This communication shall be received prior to the date and hour of the bid opening by a request in writing or facsimile to the Procurement Officer.

1.3.2 Change AFTER Bid Opening But Prior To Bid Award. After bids are opened, they may not be changed except to correct patently obvious mathematical errors or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the State prior to the final award by the State.

1.4 BID AWARDS

1.4.1 Basis for Award. Bid award will be made to the lowest responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the IFB.

1.4.2 Request for Documents Notice. Upon concurrence with the State's recommendation for contract award, the Procurement Officer will issue a "Request for Documents Notice" to the apparent low bidder to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place and notice to proceed is issued.

1.4.3 Contract Award. Contract award, if any, will be made to the lowest responsive and responsible bidder who offers the lowest cost to the State and who provides all required documents and successfully completes contract negotiation (if any). A formal contract utilizing the Contract attached as Appendix A and incorporating the Standard Terms and Conditions as included with the IFB will be executed by all parties.

1.5 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the bidder to provide the supplies and/or perform the services specified. The State reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the State that the bidder is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the bid based on any negative references.*

1.6 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a bid in response to this IFB, bidder agrees to an understanding of and compliance with the specifications and requirements described in this IFB.

1.6.1 Prime Contractor/Subcontractors. The lowest responsive and responsible bidder will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the bid response. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this IFB shall create any contractual relationships between any subcontractor and the State.

1.6.2 Offeror's Signature. The bid must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the bidder has been established without collusion and without effort to preclude the State of Montana from

obtaining the best possible supply or service. Proof of authority of the person signing the IFB response must be furnished upon request.

1.6.3 Bid in Effect for 60 Days. A bid may not be modified, withdrawn or canceled by the bidder for a 60-day period following the deadline for bid submission as defined in the Schedule of Events.

Contractor shall warrant and represent that the bid submitted to the State is true and accurate as of the date thereof and that the information therein is true. Moreover, the purchaser/disposer is not now involved in any litigation in the State of Montana and has not, nor is now, contemplating filing a petition in bankruptcy.

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.0 CONTRACTOR REGISTRATION

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The State cannot execute a contract to a business who is not registered. (Mont. Code Ann. § 39-9-401.)

2.1 ON SITE REQUIREMENTS

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the Contractor's expense.

SECTION 3: SCOPE OF WORK FOR McDOWELL REACH STREAMBANK STABILIZATION

3.0 SCOPE OF WORK

The contractor shall provide the full range of labor, tools, equipment, management planning, and materials necessary to accomplish the fabrication, delivery and set up of three (3) (or possibly 4) picnic shelters per the following specifications and engineered drawings. All work will be constructed to the specifications provided in section and to the site requirements as determined by Fish, Wildlife and Parks personnel.

Contractor agrees that FWP is not liable for any injury that may occur to an employee of the contractor during the performance of work. Contractor shall be liable for any damage or injury to person or property caused by this operation or by any employees who are acting within the scope of their duties.

Generally an **8:00 a.m. to 5:00 p.m. workday** (Monday through Friday) can be anticipated at the job site. However, specific hours of operation are totally at the discretion of the local program official(s). Arrangements for hours of access to the job site must be discussed prior to commencement of the work with the local official(s). The contractor may also be asked to adjust the workday schedule or cease work completely under fire hazard conditions.

The apparent qualified low bidder will be notified in writing by the Fish, Wildlife and Parks Purchasing Officer through a "Request for Documents" notification. Within ten (10) days of receipt of that notification, the bidder shall provide all required documents to the Purchasing Officer. After documents are received and confirmed acceptable, two copies of the contract will be sent to the contractor for execution. Contractor will sign and date both and return to Procurement Officer. After receipt of fully executed contracts, the FWP Project Officer will issue one complete contract and a "Notice to Proceed (NTP)", no work shall be performed prior to receipt of NTP.

3.1 SHELTER REQUIREMENTS

- Shelter is to fulfill all requirements of the attached drawings and specifications
- Roof to have pitched and ingrained shingle pattern in concrete. Roof structure to be able to accommodate snow-loading specifications listed in drawings
- Sides to be finished in a "ban wood" concrete pattern
- Exterior barn wood finish must be free of excessive voids and uniform in color
- Color to be selected after bid award

3.2 ANTICIPATED EQUIPMENT REQUIREMENTS

Equipment to be used on this project shall be safe and in good operating condition. The FWP Project Manager reserves the right to inspect any project equipment and reject such equipment if it is considered unsafe, in poor operating condition, or inappropriate for work.

- 1) All equipment must be free of fluid leaks.
- 2) All equipment must be pressure washed prior to entering the project site.
- 3) An emergency spill kit must be available on site at all times.
- 4) Tools for fire suppression must be available on site at all times.
- 5) All equipment must be inspected by FWP oversight personnel prior to project work.

In terms of cleanup, the Contractor shall:

- 1) Keep the premises free from debris and accumulation of waste
- 2) Clean up any oil or fuel spills

- 3) Keep machinery clean and free of weeds
- 4) Remove all construction smears and stains from finished surfaces
- 5) Remove all construction equipment, tools, and excess materials before final payment by the State

3.3 QUALITY CONTROL

Due to the nature of the work, all work completed must meet the specifications and requirements of FWP. Failure to meet these standards will result in either work having to be redone or payment not being received for that portion of the project.

3.4 ACCEPTANCE CRITERIA

Acceptance of performed work will be determined by FWP. Oversight of the project construction and compliance with the specifications associated with the project will be done by FWP personnel.

3.5 FISH, WILDLIFE AND PARKS RESPONSIBILITIES

Fish, Wildlife and Parks will provide access to Spring Meadow State Park and have the shelters sites prepared with a level gravel base prior to delivery. Fish, Wildlife and Parks will also have a representative on site to ensure the shelters are set in the proper areas as well as inspect the shelters for compliance with specifications.

SECTION 4: PRICING

4.0 Pricing Schedule

Price Per Each 12' x 12' Shelter Delivered: \$ _____

Lead Time for Delivery After Receipt of Order: _____ Days

Warranty: _____

Color Selections Available: _____

Total Bid Price of Three (3) Shelters Delivered: \$ _____

Possible Additional ADA Compliant Shelter

Depending on the total cost of the initial three shelters, FWP reserves the right to purchase one (1) additional shelter following the same specifications with the exception of the shelter being 12' x 14' to accommodate a ADA compliant picnic table. Please provide pricing for the optional shelter meeting all specifications:

Price Per Each 12' x 14' Shelter Delivered: \$ _____

All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by contractor in accomplishing the work in accordance with the provisions of the contract.

Bid prices shall include any and all transportation costs.

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid